

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esrnico, Inc.		06/27/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1559619	ALPHA SERIES
Registration Number:	2081911	COBRA
Registration Number:	1785355	DEPTH CHARGER
Registration Number:	1557785	DYNACEL
Registration Number:	3058715	ENERSYS POWER/FULL SOLUTIONS
Registration Number:	3430696	EXPRESS
Registration Number:	3172203	EON
Registration Number:	1545225	G SERIES
Registration Number:	3372782	GROUNDHOG
Registration Number:	3391658	GROUNDHOG ENERSYS
Registration Number:	1758119	HUP.
Registration Number:	1758118	HUP. THE BETTER BUILT BATTERY
Registration Number:	2865140	IRONCLAD

CH \$915.00 1559619

Registration Number:	3423887	LOADHOG
Registration Number:	1725132	LOADHOG
Registration Number:	3119679	LOADHOG EXPRESS
Registration Number:	2229379	SMARTHOG
Registration Number:	1732555	SUPERHOG
Registration Number:	3372261	SUPERHOG
Registration Number:	2357889	WORKHOG
Registration Number:	2815089	DESERTHOG
Serial Number:	77426073	ENERSYS IRONCLAD DESERTHOG TUBULAR SINCE 1910
Serial Number:	77425823	ENERSYS IRONCLAD LOADHOG TUBULAR SINCE 1910
Serial Number:	77426002	ENERSYS IRONCLAD SMARTHOG TUBULAR SINCE 1910
Serial Number:	77426042	ENERSYS IRONCLAD SUPERHOG TUBULAR SINCE 1910
Serial Number:	77426146	ENERSYS IRONCLAD WORKHOG TUBULAR SINCE 1910
Serial Number:	77278206	FAST CHARGE
Serial Number:	77399549	PRO SERIES
Serial Number:	77022093	PRO SERIES
Serial Number:	77488974	POWER/FULL REWARDS
Serial Number:	77293094	ENFORCER
Serial Number:	77293044	SYSTEMSAFE
Serial Number:	77290896	FIBERSAFE
Serial Number:	77290883	PUREBRED TECHNOLOGY
Serial Number:	77232921	CLADDEX
Serial Number:	77031318	ISO 9000

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8200
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1130973-0002
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/

TRADEMARK

REEL: 003816 FRAME: 0924

Date:

07/16/2008

Total Attachments: 8

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**GRANT OF SECURITY
INTEREST IN U.S. PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Esmco, Inc., a Delaware corporation ("the Grantor"), with principal offices at 14 Par la Ville Road, Hamilton HMJX, Bermuda, does hereby pledge and grant to Bank of America, N.A., as Collateral Agent (the "Grantee") with principal offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Assignor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (ii) all right, title and interest of the Grantor in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same; and (iii) all Proceeds and products of any and all of the foregoing (collectively, the "Trademark and Patent Collateral").

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark's or service mark's use, such trademark or service mark shall no longer fall within this definition of Excluded Collateral.

THIS GRANT (this "Grant"), effective as of June 27, 2008, is made as security for the prompt and complete payment and performance when due of all of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of June 27, 2008 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement"). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and the security interest granted hereunder shall terminate upon termination of the Security Agreement. Upon written request of the Grantor, the Collateral

Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED
BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned have executed this Grant on the date first written above.

ESRMCO, INC.

Grantor,

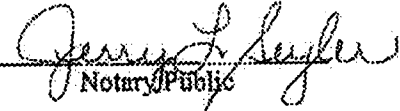
By: 

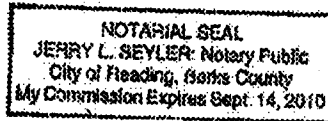
Name: Richard W. Zuidema

Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BERKS)

On this 27 day of June 2008, before me personally came Richard W. Zuidema who, being by me duly sworn, did state as follows: that he is Vice President of Esrimco, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



BANK OF AMERICA, N.A.,
as Collateral Agent, as Grantee

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On JUNE 25, 2008 before me, LILIANA CLAIR
Date Here Insert Name and Title of the Officer

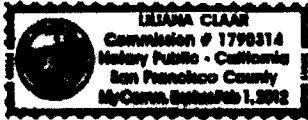
personally appeared ROBERT RITTELMEYER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liliana Clair
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

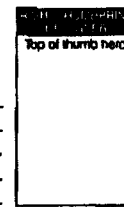
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

SCHEDULE A

U.S. TRADEMARKS OWNED BY ESRMCO, INC.

Mark	Serial/Reg. No.	Reg. Date / App'l.
ALPHA SERIES & Design	1,559,619	Oct. 10, 1989
COBRA	2,081,911	July 22, 1997
DEPTH CHARGER	1,785,355	Aug. 3, 1993
DESERTHOG	2815089	Feb. 17, 2004
DYNACEL & Design	1,557,785	Sept. 26, 1989
ENERSYS IRONCLAD DESERTHOG TUBULAR SINCE 1910 & Design	77/426073	March 19, 2008
ENERSYS IRONCLAD LOADHOG TUBULAR SINCE 1910 & Design	77/425823	March 19, 2008
ENERSYS IRONCLAD SMARTHOG TUBULAR SINCE 1910 & Design	77/426002	March 19, 2008
ENERSYS IRONCLAD SUPERHOG TUBULAR SINCE 1910 & Design	77/426042	March 19, 2008
ENERSYS IRONCLAD WORKHOG TUBULAR SINCE 1910	77/426146	March 19, 2008
ENERSYS POWER/FULL SOLUTIONS & Design	3058715	February 14, 2006
EXPRESS	3430696	May 20, 2008
EON	3172203	November 14, 2006
FAST CHARGE	77/278206	September 12, 2007
G SERIES & Design	1,545,225	June 27, 1989
GROUNDHOG	3372782	January 22, 2008
GROUNDHOG ENERSYS & Design	3391658	March 4, 2008
HUP	1758119	Mar. 16, 1993
HUP. THE BETTER BUILT BATTERY	1,758,118	March 16, 1993
IRONCLAD	2865140	July 20, 2004
LOADHOG	3423887	May 6, 2008
LOADHOG & Design	1,725,132	Oct. 20, 1992
LOADHOG EXPRESS	3119679	July 25, 2006
PRO SERIES & Design	77/399549	February 18, 2008
PRO SERIES	77/022093	October 16, 2006
SMARTHOG	2,229,379	March 2, 1999
SUPERHOG & Design	1,732,555	Nov. 17, 1992
SUPERHOG	3372261	January 22, 2008
WORKHOG	2,357,889	June 13, 2000
DESERTHOG	2,815,089	February 17, 2004
POWER/FULL REWARDS	77/488974	June 2, 2008
ENFORCER	77/293,094	October 1, 2007
SYSTEMSAFE	77/293,044	October 1, 2007
FIBERSAFE	77/290,896	September 27, 2007
PUREBRED TECHNOLOGY	77/290,883	September 27, 2007
CLADEX	77/232,921	July 18, 2007
ISO 9000	77/031,318	October 27, 2006

SCHEDULE B

**U.S. PATENTS AND PATENT
APPLICATIONS OWNED BY ESRMCO, INC.**

App. Number	Patent No.	Issue Date
10/111,360	6,784,636	08/31/2004

NEWYORK 6670201 (2K)

RECORDED: 07/16/2008

**TRADEMARK
REEL: 003816 FRAME: 0933**